

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ATTACHMENT 1

TOMAS L BOUKNIGHT SR
10 JEWETTS COURT
LYNN, MASSACHUSETTS 01902
Plaintiff

Vs

U.S. DEPARTMENT OF EDUCATION
CHICAGO SERVICE CENTER
P.O. BOX 617635
CHICAGO IL 60661-7635
Defendant

CIVIL ACTION
NO. 04cc30064 - MAP

COMPLAINT

Parties

1. The Plaintiff is a resident of Lynn, Essex County, Massachusetts and a citizen of the United States.
2. The Defendant is The U.S. Department Of Education, part of the Government of the United States.

Jurisdiction

3. This court has jurisdiction over this matter pursuant to 28 U.S.C. 1332.
4. On August 8, 1986, Tomas L Bouknight SR, the Plaintiff, entered into a contract with the Defendant, The U.S. Department Of Education & American Tech. Inst..

Facts

5. The Plaintiff did enter into an agreement to borrow \$ 2500.00 in order to attend American Tech Inst. For schooling and a trade in Auto Mechanics.
6. The Plaintiff was placed in a temp class in Stationary Engineering for a suppose to be two weeks until a seat was open in the class of Auto mechanics.
7. After the two week period, there were still no openings in Auto mechanics, and the

Plaintiff was ask to wait an additional 2 weeks in order to be placed in Auto mechanics.

8. After 1 month, and the Plaintiff not being placed in Auto Mechanics, the Plaintiff was giving two choices, wait till an opening in Auto Mechanics or be allowed to not attend the school, and the school would return the loan to the U.S. Department Of Education without penalty. The Plaintiff took the choice of not attending the school and allowing the school not to take the money from the Department Of Education.
9. After a time, the school closed because of major problems within with Teachers and Employees.
10. A few years later the Plaintiff was contacted by the U.S. Department Of Education concerning the outstanding loan which the Plaintiff was not aware of still was owed.
11. The Plaintiff was told that the loan would be repaid back to the U.S. Department Of Education, The Plaintiff did sign papers allowing the loan to be repaid and the Plaintiff would no longer be reasonable for the loan.
12. The school never did give the Plaintiff any test to be qualify him for any course, the school never placed him in the course that he signed up for, the school never allowed him to start are finish any course that the Plaintiff enter into contact for.
13. The Plaintiff never has received any completion of any course for which the school was teaching from the school he enter into an agreement with. He was never helped with any follow up assistance, as in placement into another school, work, or trade.
14. The school, American Tech. Inst., has had a history of problems as in low student entry rate, placement, and false claims in order to get students to attend this school.
15. The U.S. Department Of Education as taken the Plaintiff's tax returns several times and has place the Plaintiff and his son in hardship several times because of an issue of who really owes the debt which would be American Tech. Inst.
16. The loan was never taken by the Plaintiff at any time, the Plaintiff has never benefited from the loan at any time, the Plaintiff has never used and part of what the loan was for to better help him in any way to better help him in any way to support or educate him for which the loan was agreed to be used for.
17. The U.S. Department Of Education has hired many outside collection agency's to collect on this outstanding debt, which have also gone as far as causing the Plaintiff to lose several employment jobs which has caused such a hardship on the Plaintiff and his son.
18. The U.S. Department has refused to show any paper from the school for which this

debt is for saying that the Plaintiff finished or completed any course, or has help the Plaintiff in anyway or any attendance record to show that the Plaintiff attended the school.

19. The Plaintiff as a fact of record was not attending the school and had not been attending the school for at least two months when the Citibank Student Loan Center working with The Higher Education Assistance Foundation agreed to give the school the loan in the amount of \$ 2500.00 for the Plaintiff which only shows that there must have been some type of wrong doing on behalf of the school and the school falsely giving statements and promises to students to get them to attend this school.

Signature:



Name: Tomas L Bouknight SR

Address: 10 Jewett's Court

Lynn, Massachusetts 01902

Telephone # 781-389-9362